

REMARKS

Claims 15-20, 32 and 33 are pending. Claims 15-20 have been amended; claims 1-8, 10, 13, 14 and 21-31 have been canceled without prejudice to or disclaimer of the subject matter found therein; and claims 32 and 33 added. In addition, the specification has been amended responsive to the objections found on page 2 of the Office Action. It is respectfully requested the objections to the specification be withdrawn.

On page 2 of the Office Action the disclosure was objected to and the Amendment filed May 13, 2005, was objected to, the latter objection being under 35 U.S.C. §132(a) as allegedly introducing new matter, because of the use of the phrase "at a sufficiently large area." This phrase was substituted for "an increased" in attempting to respond to the Office Action mailed February 14, 2005. In both cases, the language is intended to reflect what is shown in Fig. 14.

Specifically, the language describes the area of the surface of each of the abrasive grains 136, 138 that is adhered within the vitrified bond layer 140 to obtain or lock the grains 136, 138 into the vitrified bond layer 140. The expression "an increased" as found in the application as originally filed was meant to refer to the increase in the surface areas of the grains in the invention as compared to the surface area of the grains that were adhered in prior art devices. When it was indicated that this language was not understood, Applicants substituted "a sufficiently large" to describe the amount of surface area of the particles that was bonded to the vitrified bond layer. Such is clearly shown in Fig. 14 and is not, and never was, new matter.

However, in order to find some language acceptable to the Patent Office, in this Amendment, Applicants have used the phrase "a large area" to describe the amount of surface area of the grains 136, 138 that is adhered or bonded to the vitrified bond layer. Again, this is shown in Fig. 14. Thus, it is submitted that all of the of the language used, that originally filed, that found in the May 13, 2005 filed Amendment, and the language now used is adequately or more than adequately supported by the drawings and cannot possibly constitute new matter.

Further, it cannot possibly be misunderstood as the language states, for example, "that each of the abrasive grains is bonded at a large area of a surface thereof to the vitrified bond layer." "Of a surface thereof" can only refer back to abrasive grains and "large area" refers to the surface.

On page 3 of the Office Action, claims 8, 16, 17 and 28 were rejected under 35 U.S.C. §112, second paragraph, as being indefinite for failing to particularly point out distinctly the claim subject matter which Applicant regards as the invention.

Claims 8 and 28 have been canceled and thus the rejection as applied thereto is moot. As to claims 16 and 17, the objected-to language has been amended. However, it is respectfully submitted that the language as originally presented was not unclear and is not unclear as amended. In claim 16, the original language stated "for equalizing distances over which said abrasive grains protrude from said vitrified bond layer." It is unclear how that can be misunderstood. However, the phrase has been rewritten to read "plate such that said abrasive grains protrude from said vitrified bond layer by respective distances that equal each other." Either phrase states that the grains protrude from the vitrified bond layer by equal distances, that is the distance grain A protrudes from the vitrified bond layer is equal to the distance by which grain B protrudes from the vitrified bond layer and so on. It is submitted that the language as originally presented and the language as now presented provide exactly the same information to one skilled in the art.

As to claim 17, Applicants do not understand how the language is unclear. As presented in the May 13, 2005 Amendment, it was stated "said abrasive grains sink into said pattern layer by a distance larger than some other abrasive grains so that distances over which said abrasive grains protrude from said vitrified bond layer are equalized to each other." In the instant Amendment equalized has been replaced by equal. However, the meaning is the same. Larger grains sink deeper into the pattern layer than do smaller grains so that all grains protrude from the vitrified bond layer by an equal amount. Again, one skilled in the art would clearly

understand such as the language is quite clear both to the cause and the effect. Thus, it is respectfully requested the rejection be withdrawn.

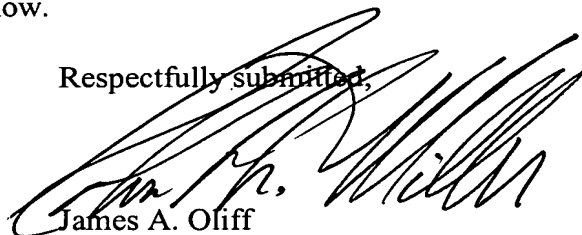
On pages 10 and 11, claims 19 and 20 were objected to because they depend on a rejected base claim. Claims 19 and 20 have been amended to include the material of claim 1 and thus are in condition for allowance. Further, claims 15, 16 and 18 have been amended to depend from claim 19 and therefore they too should be allowable. Added claims 32 and 33 depend from claim 20 and thus should be allowable. Further, claim 17 was only rejected under 35 U.S.C. §112 and thus it should be allowable.

As to the rejections, claims 1, 2, 6 and 13 were rejected under 35 U.S.C. §102(b) or, in the alternative, under 35 U.S.C. §103(a) as obvious over JP 10-193266; the rejection of claims 3, 4, 5 and 7 under 35 U.S.C. §103(a) as obvious over JP 10-193266; the rejection of claims 1, 2, 6 and 13 under 35 U.S.C. §102(a) or (e) or, in the alternative, under 35 U.S.C. §103(a) over Mitsui et al., U.S. Patent No. 6,312,324 (Mitsui); claims 3, 4, 5 and 7 under 35 U.S.C. §103(a) over Mitsui; claim 1 under the judicially created doctrine of obviousness-type double patenting as unpatentable over claim 1 of U.S. Patent No. 6,755,732; the rejection of claims 14-16 and 18 under 35 U.S.C. §103(a) as obvious over JP-193266 in view of Miller et al., U.S. Patent No. 6,537,140 (Miller); the rejection of claims 10, 21-27, and 29-31 under 35 U.S.C. §103(a) as obvious over JP 10-193266 in view of Chesley et al., U.S. Patent No. 6,579,161 (Chesley); rejection of claims 14-16 and 18 under 35 U.S.C. §103(a) as obvious over Mitsui in view of Miller; the rejection of claims 10, 21-27, 29-31 under 35 U.S.C. §103(a) as obvious over Mitsui in view of Chesley; and the rejection of claims 6, 14, 15 and 18 under the judicially created doctrine of obviousness-type double patenting as being unpatentable over claim 1 of U.S. Patent No. 6,755,730, all have been rendered moot by either cancellation of the claims or amending of the claims to depend from allowable subject matter.

In view of the foregoing, it is respectfully submitted that this application is in condition for allowance. Favorable reconsideration and prompt allowance of claims 15-20, 32 and 33 are earnestly solicited.

Should the Examiner believe that anything further would be desirable in order to place this application in even better condition for allowance, the Examiner is invited to contact the undersigned at the telephone number set forth below.

Respectfully submitted,



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Date: October 20, 2005

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